



**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

L.A. INTERNATIONAL CORP., et
al.,

Plaintiffs,

v.

PRESTIGE CONSUMER
HEALTHCARE, INC., et al.,

Defendants.

Case No. 2:18-cv-06809-MWF-MRW

The Honorable Michael W. Fitzgerald,
United States District Judge

**REDACTED
VERDICT FORM**

WE, THE JURY in the above-entitled action, unanimously find as follows on the questions submitted to us:

ROBINSON-PATMAN ACT CLAIM

1. Did any Plaintiff prove that the Defendants violated the Robinson-Patman Act? (Instruction No. 17).

AKR	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Border Cash & Carry	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Excel Wholesale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
L.A. International	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
L.A. Top Distributor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Manhattan Wholesalers	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
PITCO	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
U.S. Wholesale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Value Distributor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If your answer to Question No. 1 is "Yes" for any Plaintiff, please answer Question No. 2 as to that Plaintiff only.

If your answer to Question No. 1 is "No" for all Plaintiffs, please answer Question No. 7.

2. Did the Defendants prove, as to any Plaintiff, that the differences in price for Clear Eyes given to Costco Business Center and Sam's Club were to meet the price of the Defendants' competitor? (Instruction No. 24).

AKR	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
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1	Border Cash & Carry	_____ Yes	<u>✓</u> No
2	Excel Wholesale	_____ Yes	<u>✓</u> No
3	L.A. International	_____ Yes	<u>✓</u> No
4	L.A. Top Distributor	_____ Yes	<u>✓</u> No
5	Manhattan Wholesalers	_____ Yes	<u>✓</u> No
6	PITCO	_____ Yes	<u>✓</u> No
7	U.S. Wholesale	_____ Yes	<u>✓</u> No
8	Value Distributor	_____ Yes	<u>✓</u> No

10 *If your answer to Question No. 2 is "Yes" for all Plaintiffs, please answer Question*
 11 *No. 7.*

12 *If your answer to Question No. 2 is "No" for any Plaintiff, please answer Question*
 13 *No. 3 as to that Plaintiff only.*

15 3. Did the Defendants prove, as to any Plaintiff, that the difference in
 16 price for Clear Eyes given to Costco Business Center and Sam's Club were justified
 17 by cost differences? (Instruction No. 25).

19	AKR	_____ Yes	<u>✓</u> No
20	Border Cash & Carry	_____ Yes	<u>✓</u> No
21	Excel Wholesale	_____ Yes	<u>✓</u> No
22	L.A. International	_____ Yes	<u>✓</u> No
23	L.A. Top Distributor	_____ Yes	<u>✓</u> No
24	Manhattan Wholesalers	_____ Yes	<u>✓</u> No
25	PITCO	_____ Yes	<u>✓</u> No
26	U.S. Wholesale	_____ Yes	<u>✓</u> No
27	Value Distributor	_____ Yes	<u>✓</u> No

If your answer to Question No. 3 is "Yes" for all Plaintiffs, please answer Question No. 7.

If your answer to Question No. 3 is "No" for any Plaintiff, please answer Question No. 4 as to that Plaintiff only.

4. Did any Plaintiff prove that it was injured by the Defendants' violations of the Robinson-Patman Act? (Instruction No. 27).

AKR	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Border Cash & Carry	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Excel Wholesale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
L.A. International	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
L.A. Top Distributor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Manhattan Wholesalers	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
PITCO	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
U.S. Wholesale	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Value Distributor	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

If your answer to Question No. 4 is "Yes" for any Plaintiff, please answer Question No. 5 as to that Plaintiff only.

If your answer to Question No. 4 is "No" for all Plaintiffs, please answer Question No. 7.

5. Did the Defendants prove that a Plaintiff failed to use reasonable efforts to mitigate its damages under the Robinson-Patman Act? (Instruction No. 32).

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2	AKR	_____ Yes	<u>✓</u> No
3	Border Cash & Carry	_____ Yes	<u>✓</u> No
4	Excel Wholesale	_____ Yes	<u>✓</u> No
5	L.A. International	_____ Yes	<u>✓</u> No
6	L.A. Top Distributor	_____ Yes	<u>✓</u> No
7	Manhattan Wholesalers	_____ Yes	<u>✓</u> No
8	PITCO	_____ Yes	<u>✓</u> No
9	U.S. Wholesale	_____ Yes	<u>✓</u> No
10	Value Distributor	_____ Yes	<u>✓</u> No

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12 *Regardless of your answer, please answer Question No. 6.*

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14 6. What amount of damages did each Plaintiff prove for the Defendants'
15 violation of the Robinson-Patman Act? (Instruction No. 28).

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17	AKR	\$ <u>25,000</u>
18	Border Cash & Carry	\$ <u>0</u>
19	Excel Wholesale	\$ <u>25,000</u>
20	L.A. International	\$ <u>95,000</u>
21	L.A. Top Distributor	\$ <u>25,000</u>
22	Manhattan Wholesalers	\$ <u>25,000</u>
23	Pitco	\$ <u>30,000</u>
24	U.S. Wholesale	\$ <u>25,000</u>
25	Value Distributor	\$ <u>100,000</u>

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27 *Regardless of your answer, please answer Question No. 7.*

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CALIFORNIA UNFAIR PRACTICES ACT CLAIM

7. Did any Plaintiff prove that the Defendants violated the California Unfair Practices Act? (Instruction No. 33).

L.A. International	<u>✓</u> Yes	<u> </u> No
L.A. Top Distributor	<u>✓</u> Yes	<u> </u> No
PITCO	<u>✓</u> Yes	<u> </u> No
U.S. Wholesale	<u>✓</u> Yes	<u> </u> No
Value Distributor	<u>✓</u> Yes	<u> </u> No

If your answer to Question No. 7 is "Yes" for any Plaintiff, please answer Question No. 8 as to that Plaintiff only.

If your answer to Question No. 7 is "No" for all Plaintiffs, please sign and return this form.

8. Did the Defendants prove that the secret rebates were lawful because they applied to different classes of customers? (Instruction No. 34).

L.A. International	<u> </u> Yes	<u>✓</u> No
L.A. Top Distributor	<u> </u> Yes	<u>✓</u> No
PITCO	<u> </u> Yes	<u>✓</u> No
U.S. Wholesale	<u> </u> Yes	<u>✓</u> No
Value Distributor	<u> </u> Yes	<u>✓</u> No

If your answer to Question No. 8 is "Yes" for all Plaintiffs, please sign and return this form.

If your answer to Question No. 8 is "No" for any Plaintiff, please answer Question

1 *No. 9 as to that Plaintiff only.*

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3 9. Did the Defendants prove that the secret rebates were lawful because
4 they were justified by a good-faith attempt to meet competition? (Instruction Nos.
5 35–36).

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7 L.A. International _____ Yes ☒ No

8 L.A. Top Distributor _____ Yes ☒ No

9 PITCO _____ Yes ☒ No

10 U.S. Wholesale _____ Yes ☒ No

11 Value Distributor _____ Yes ☒ No

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13 *Regardless of your answer, please answer Question No. 10.*

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10. What amount of damages did each Plaintiff prove for the Defendants' violations of the California Unfair Practices Act? (Instruction Nos. 37–38). (*You should answer this question without regard to any damages that you may have awarded in response to Question No. 6. If necessary, the Court will ensure that no double-counting takes place.*)

L.A. International	\$	<u>90,000</u>
L.A. Top Distributor	\$	<u>30,000</u>
PITCO	\$	<u>75,000</u>
U.S. Wholesale	\$	<u>5,000</u>
Value Distributor	\$	<u>130,000</u>

Please sign and return this verdict form.

Dated: 12/15/2023

Signed: NAME REDACTED BY THE COURT

Foreperson